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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

HERBERT and DORIS STEELE, ERIC R.
CHAVEZ, ALEXANDRA DIAZ, and SONIA
TORRES, on behalf of themselves and all others
similarly situated,

Plaintiffs,

v.

GE MONEY BANK, a federal savings bank,
WMC MORTGAGE CORPORATION and
WMC MORTGAGE, LLC,

Defendants.

No. 1:08-civ-1880

JUDGE MANNING

MAGISTRATE JUDGE ASHMAN

**REPORT AND RECOMMENDATION
ON FINAL APPROVAL OF SETTLEMENT**

The United States District Court preliminarily certified a class for settlement purposes, and issued a preliminary approval of settlement, in this matter on September 7, 2010 [D.I. 180]. On February 25, 2011 this matter was referred to this Court [D.I. 203]. On March 9, 2011, the parties appeared before this Court for a status hearing [D.I. 207]. On April 15, 2011, the parties again appeared before this Court for a final fairness hearing on Plaintiffs' Motion For Final Approval of Class Action Settlement and for Approval of Payment of Attorneys' Fees, Costs and Service Payments to Class Representatives and Response to Objections. [D.I. 212]. No objector appeared at either of these hearings.

This Court has reviewed the following: (1) the Third Amended Class Action Complaint [D.I. 197]; (2) the submissions of the parties requesting final approval of the settlement,

including a copy of the Agreement¹ [D.I. 171-1, 189, 190, 191, and 198]; (3) the Plaintiffs' request for attorneys' fees and costs and named plaintiffs' service fees [D.I. 199]; (4) the *pro se* objection of Daniel and Gloria Chavez [D.I. 184-2]; (5) the *pro se* objection of Antonio Mendez [D.I. 184-3]; (6) the objection of Stephen J. West [D.I. 182] and the stipulation requesting its withdrawal [D.I. 202]; (7) the Affidavit of Michelle M. La Count, Esq. concerning settlement administration [D.I. 190]; and (8) the Preliminary Approval Order of the United States District Court for the Northern District of Illinois [D.I. 180].

Having reviewed these materials and heard from the parties, this Court recommends that (1) the stipulation [D.I. 202] be endorsed and that the objection of Stephen J. West [D.I. 182] be thereby withdrawn; (2) the remaining objections be overruled; (3) the motion for Final Approval of Class Action Settlement and Approval of Payment of Attorneys' Fees, Costs and Service Payments to Class Representatives [D.I. 185] be granted; (4) the late claims identified by Plaintiffs in Exhibit C attached hereto should be allowed; (5) the Final Approval Order in the form jointly proposed by the parties and attached hereto as Exhibit A be entered; and (6) this matter be dismissed in its entirety with prejudice by entry of the Final Judgment and Order of Dismissal attached hereto as Exhibit B.

I. BACKGROUND

This case involves allegations of disparate impact racial discrimination in the pricing of residential mortgage loans obtained by Herbert and Doris Steele, Eric R. Chavez and Sonia Torres, on behalf of themselves and all others similarly situated ("Plaintiffs") against WMC

¹ "Agreement" means the Stipulation and Agreement of Settlement (including its exhibits) [D.I. 171-1].

Mortgage, LLC, the successor in interest to WMC Mortgage Corporation (“Defendant”).² On February 17, 2009, the District Court granted in part and denied in part a motion to dismiss, a motion to strike portions of the complaint and a motion requiring Plaintiffs to join certain third parties to the Complaint pursuant to Fed. R. Civ. P. 19 [D.I. 87]. Motion practice related to that Order followed before the parties entered into arms-length settlement negotiations. [D.I. 189, at ¶ 26].

According to the Joint Declaration of Plaintiffs’ Counsel, these negotiations took place over the course of several months and were based on Plaintiffs’ Counsel’s evaluation of data regarding WMC’s lending terms for its minority customers compared with those for its white borrowers. [D.I. 189, at ¶¶ 14-15]. The parties ultimately participated in mediation with David Geronemus of JAMS, during which the parties were able to resolve some of the major terms of the Settlement, including the amount of the Settlement Fund. [D.I. 189, at ¶ 16]. Following the mediation with Mr. Geronemus, the parties executed the Agreement. [D.I. 171-1].

The Agreement provides, *inter alia*, for a “Settlement Fund” of \$3,800,000, which includes payments to certain non-profit organizations for foreclosure prevention counseling services.³ The Agreement also states that settlement class counsel will seek no more than \$1,200,000 in attorneys’ fees and costs (approximately 32% of the Settlement Fund) and a total of \$15,000 in class representatives’ service fees to be paid from the Settlement Fund. The Defendant denied any wrongdoing and obtained a release of claims. [D.I. 171-1]

Following Preliminary Approval, notice was sent by first-class mail to 136,755 class

² GE Money Bank is no longer a defendant in this action. On June 5, 2009, plaintiff Alexandra Diaz filed a Notice of Voluntary Dismissal as to her claims against GE Money Bank, the only claims that had been asserted in this case against GE Money Bank. [D.I. 87, 115, 197]

³ These programs are to be administered by three non-profit organizations: the National Council of La Raza, the National Urban League and Neighborhood Housing Services of Chicago.

members, providing a deadline for submitting claims and describing opportunities to object or opt out of the settlement. [D.I. 190 at ¶ 10 and Ex. A]. In response, 27 individuals requested exclusion and 3 objections to the proposed settlement were received. [D.I. 190 at ¶¶ 16, 19; and D.I. 184 at ¶¶ 4, 6, 8]. The settlement administrator received 9,382 timely claims and 591 claims were received after the deadline (listed in Exhibit C, attached hereto), although a small number of these may ultimately be deemed deficient. [D.I. 190 at ¶¶ 19-23]. Based on Plaintiffs' estimate, they expect each claimant to receive approximately \$234. In addition, if approved, the Settlement Fund will provide \$50,000 each to Neighborhood Housing Services of Chicago, Inc. ("NHSC"), the National Council of La Raza ("NCLR") and the National Urban League ("NUL") for foreclosure prevention counseling services.

II. STANDARD

Under Federal Rule of Civil Procedure 23(e), a class action settlement agreement requires the court's approval. A court can approve a class action settlement only if it is fair, adequate and reasonable. *General Elec. Capital Corp. v. Lease Resolution Corp.*, 128 F.3d 1074, 1082 (7th Cir. 1997). In determining whether to approve the proposed settlement the court should consider the following factors: (1) the strength of the case for plaintiffs on the merits, balanced against the amount offered in settlement; (2) the defendant's ability to pay; (3) the complexity, length and expense of trial; (4) the amount of opposition to the settlement; (5) the presence of collusion in reaching a settlement; and (6) the stage of the proceedings and the amount of discovery completed. *Armstrong v. Bd. of Sch. Dirs. of the City of Milwaukee*, 616 F.2d 305, 315 (7th Cir. 1980) *overruled on other grounds by Felzen v. Andreas*, 134 F.3d 873 (7th Cir. 1998); *see also Isby v. Bayh*, 75 F.3d 1191, 1199 (7th Cir. 1996); *Hispanics United of DuPage County v. Village of Addison*, 988 F. Supp. 1130, 1150 (N.D. Ill. 1997); *Goldsmith v. Tech. Solutions Co.*, No. 92

C 4374, 1995 WL 17009594, at *3 (N.D. Ill. October 10, 1995).

In addition, “lawyers in class-fund cases must petition the court for their compensation.”

In re Synthroid Marketing Litigation, 264 F.3d 712, 717 (7th Cir. 2001). “[W]hen deciding on appropriate fee levels in common-fund cases, courts must do their best to award counsel the market price for legal services, in light of the risk of nonpayment and the normal rate of compensation in the market at the time.” *Id.* at 718. Courts may also consider the percentage range deemed appropriate in other class actions, the quality of legal services rendered and the contingent nature of the case. *Taubenfeld v. AON Corp.*, 415 F.3d 597, 600 (7th Cir 2005).

III. DISCUSSION

A. Settlement Class

The District Court preliminarily certified the proposed “Settlement Class,” defined as:

All Black/African-American or Hispanic borrowers (including, without limitation, individual borrowers, joint-borrowers, and co-borrowers) who, between January 1, 2004 and December 31, 2007, obtained a mortgage loan that was made or purchased by WMC Mortgage, LLC or WMC Mortgage Corp.

[D.I. 180 at ¶ 5]. This Court now finds that this Settlement Class should be finally certified pursuant to Federal Rules of Civil Procedure 23(a) and 23(b)(3), solely for purposes of effectuating the settlement.

The Court finds and concludes, solely for purposes of the settlement, that the action may be maintained as a class action on behalf of the Settlement Class because: (a) the members of the Settlement Class are so numerous that joinder of all members of the Settlement Class is impracticable; (b) there are questions of law and fact common to the members of the Settlement Class which predominate over any individual questions; (c) Plaintiffs’ claims are typical of the claims of the members of the Settlement Class; (d) Plaintiffs and Settlement Class Counsel have fairly and adequately represented and protected the interests of all of the members of the

Settlement Class; and (e) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

The Court hereby finds that, by not objecting to the certification of the Settlement Class for purposes of the settlement only, and by taking other steps to negotiate, execute and implement the Agreement, Defendant is not in any way waiving any rights or defenses other than as expressly set forth in the Agreement.

Settlement Class Members had the right to exclude themselves by way of the opt-out procedure set forth in the notice and the Preliminary Approval Order. [D.I. 180 at ¶ 15]. Excluded from the Settlement Class are those persons who validly and timely requested exclusion from the Settlement Class by way of the opt-out procedures set forth in the notice and Preliminary Approval Order (identified in Ex. A hereto at Ex. 1) (the “Opt-Outs”). The persons appearing on the list annexed to the proposed Final Approval Order (Ex. A hereto) as Exhibit 1 are the Opt-Outs, who shall have no right to receive any payments or other benefits from the Settlement, including without limitation, the Settlement Fund.

B. Notice to Class Members

This Court finds that notice to the members of the Settlement Class was provided in accordance with the terms of the Preliminary Approval Order. [D.I. 180 at ¶ 12 and D.I. 190 at ¶¶ 5-11]. This Court further finds, as the District Court preliminarily found [D.I. 180 at ¶ 12], that the notice provided to members of the Settlement Class was the best notice that is practicable under the circumstances and fully satisfied the requirements of the Federal Rules of Civil Procedure, Due Process, and any other applicable laws or rules.

C. Settlement

Viewed in light of the factors set forth by the Seventh Circuit in *Armstrong*, this Court

finds that the settlement is fair, reasonable and adequate to the Settlement Class Members.

The first *Armstrong* factor involves the strength of the case for plaintiffs on the merits relative to the settlement outcome. In this regard, Plaintiffs approached the bargaining table aware that while certain claims had survived a motion to dismiss, the District Court had ordered that Plaintiffs join third-party brokers as necessary parties. At the time of settlement negotiations, the parties were engaged in motion practice relating to Plaintiffs' request that the Court reconsider its ruling relating to third-party brokers, but no decision on that request had been issued. If the District Court's ruling requiring joinder of the third-party brokers was not reconsidered by the District Court, it could have impacted the possibility of Plaintiffs obtaining class certification and, potentially limited the size of any class that could have been certified. Moreover, the chance of further delay, future changes to the legal landscape and the difficulties of disparate impact litigation meant that Plaintiffs faced substantial risks going forward. The Settlement Fund represents a reasonable and fair outcome for Settlement Class Members.

With regard to the second *Armstrong* factor, concerning Defendant's ability to pay, it is important to consider that Defendant is no longer engaged in the business of making new wholesale, retail or correspondent loans and that it has no present plan to reenter the lending business. The Agreement must be viewed in this context.

The third *Armstrong* factor takes account of the complexity, length and expense of trial. In this case, *inter alia*, a protracted and difficult battle of expert statistical evidence loomed. The class period had already closed approximately four years ago with the end of WMC's origination of wholesale, retail or correspondent loans. Settlement therefore avoided further delay in the resolution of these claims – a delay that was likely to be significant.

The fourth *Armstrong* factor considers the amount of opposition to the settlement. Of the

approximately 137,000 notices mailed to class members, only 27 opt-out requests and 3 objections were returned. [D.I. 190 at ¶¶ 10, 16; D.I. 184 at ¶¶ 4, 6, 8]. The three objections were submitted by Daniel and Gloria Chavez, Antonio Mendez, and Stephen J. West. The Chavez and Mendez objections do not address the claims at issue in the case. [D.I. 184 at Exs. 2 and 3]. Both objections complain of the original terms of their loans as being unduly onerous, whereas the gravamen of Plaintiffs' claims is not a challenge to the terms *per se*, but rather only the difference between the terms charged to minority customers and those charged to similarly situated white borrowers.⁴ [D.I. 184 at ¶¶ 5, 7 and Exs. 2 and 3]. The Court finds that the Chavez and Mendez objections should be overruled.

The West objection was based primarily on the scope of the release contained in Section 5 of the Agreement. After responding to Mr. West's objection [Docket Nos. 191, 198], the parties filed a stipulation, executed by Plaintiffs, Defendant and counsel for Mr. West, regarding the scope of the release in Section 5 of the Agreement and requesting that Mr. West's objection be withdrawn [D.I. 202]. The Court finds that the stipulation regarding Mr. West's objection [D.I. 202] should be endorsed and that the objection of Stephen J. West [D.I. 182] should be thereby withdrawn. The court finds that the release provisions set forth in the Agreement are appropriate.

The fifth *Armstrong* factor seeks verification that the settlement was not marred by collusion between the parties. Based on the Court's review of the record, the Court finds that the settlement was the product of extended and in-depth arm's-length negotiations between the parties. Moreover, the settlement was reached only after a formal mediation with an experienced and well-respected mediator. [D.I. 198]. The involvement of an experienced mediator is a

⁴ In addition, the Chavez objection seeks a loan modification from Bank of America, the objectors' current loan servicer. Bank of America is not a party to this case.

further protection for the class, preventing potential collusion. *Williams v. Rohm & Haas Pension Plan*, No. 4:04-CV-0078, 2010 WL 1490350, at *4 (S.D. Ind., 2010). The Court finds that the settlement was not a product of collusion.

The sixth and last *Armstrong* factor accounts for the stage of the proceedings and the amount of discovery completed. While the proceedings in the District Court had yet to enter formal discovery, the record reveals that Defendant provided Plaintiffs with statistical and other information during the settlement negotiations specifically related to the alleged disparities that lie at the heart of Plaintiffs' allegations. [D.I. 189, ¶ 15]. Understanding that the Plaintiffs' expert reviewed this information [D.I. 189, ¶ 15], the Court finds that the sixth *Armstrong* factor favors approval of the settlement.

D. Class Action Fairness Act

The District Court preliminarily found that Defendant complied with any applicable requirements of the Class Action Fairness Act. [D.I. 180 at ¶ 8]. The notification provisions of the Class Action Fairness Act of 2005, Pub. L. No. 109-2, 119 Stat. 4, 7-8 (2005) ("CAFA"), codified at 28 U.S.C. § 1715, require that "not later than 10 days after a proposed settlement of a class action is filed in court, each defendant that is participating in the proposed settlement shall serve upon the appropriate State official of each State in which a class member resides and the appropriate Federal official, a notice of the proposed settlement," which notice must include certain information. *See* 28 U.S.C. § 1715(b). On August 31, 2010 Defendant served a Notification Of Proposed Class Action Settlement, together with an enclosed CD (collectively, the "Notice"), by Federal Express, on the Attorney General of the United States; the Attorneys General of each State of the United States; the Attorneys General of the District of Columbia, the Commonwealth of Puerto Rico, American Samoa, Guam, the Northern Mariana Islands, and the

Virgin Islands; and the Office of Thrift Supervision. [D.I. 174-1, ¶ 2]. The Notice included all of the information required by 28 U.S.C. § 1715(b)(1) – (8). [D.I. 174-1, ¶ 3].

The Court now makes a final finding that Defendant has complied with any applicable requirements of the Class Action Fairness Act.

E. Attorneys' Fees and Costs and Class Representatives' Service Awards

The Court further finds that Plaintiffs' request for attorneys' fees and costs and class representatives' service awards to be fair and reasonable. The requested total amount of attorneys' fees and costs is equal to approximately 32% of the total settlement fund. [D.I. 199]. No objections were made as to this amount. [D.I. 199].

The Seventh Circuit favors the use of the percentage of the fund method for calculating attorneys' fees in a common fund case. *Goldsmith, supra*, 1995 WL 17009594, at *7 (“[T]he Seventh Circuit strongly endorsed the percentage method of computing appropriate fee awards in class action common fund cases”) *citing In re Cont'l Ill. Sec. Litig.*, 985 F.2d 867, 868 (7th Cir. 1993). *See also Cooper v. IBM Pers. Pension Plan*, No. 99-829-GPM, 2005 WL 1981501, at *3 (S.D. Ill. Aug. 16, 2005), *rev'd on other grounds* 457 F.3d 636 (7th Cir. 2006) (“[T]he approach favored in the Seventh Circuit is to compute attorney's fees as a percentage of the benefit conferred on the class,’ particularly where that percentage of the benefit approach replicates the market.”).

The percentage method is consistent with, and is intended to mirror, the private marketplace for negotiated contingent fee arrangements. *See Kirchoff v. Flynn*, 786 F.2d 320, 324 (7th Cir. 1986) (“When the ‘prevailing’ method of compensating lawyers for ‘similar services’ is the contingent fee, then the contingent fee is the ‘market rate.’” (emphasis in original)). In the marketplace, the “contingent fee uses private incentives rather than careful

monitoring to align the interests of lawyer and client. The lawyer gains only to the extent his client gains.” *Kirchoff*, 786 F.2d at 325; *see also In re Prudential Ins. Co. Am. Sales Practice Litig. Agent Actions*, 148 F.3d 283, 333 (3d Cir. 1998).

Courts have approved the range of 33 1/3% to 40% of the recovery. *See Kirchoff*, 786 F.2d at 323 (observing that “40% is the customary fee in tort litigation” and noting, with approval, contract providing for one-third contingent fee if litigation settled prior to trial); *Retsky Family Ltd. P'ship v. Price Waterhouse, LLP*, No. 97 C 7694, 2001 WL 1568856, at *4 (N.D. Ill. Dec. 10, 2001) (recognizing that a customary contingent fee is “between 33 1/3% and 40%” and awarding class counsel the requested one-third of the common fund); *Phemister v. Harcourt Brace Jovanovich, Inc.*, No. 77 C 39, 1984 WL 21981, at *15 (N.D. Ill. Sept. 14, 1984) (“Contingent fee arrangements in non-class action damage lawsuits use the simple method of paying the attorney a percentage of what is recovered for the client. The more the recovery, the more the fee. The percentages agreed upon vary, with one-third being particularly common.”).

Courts within this District have also recognized that a fee award of 33 1/3% is in fact “in line with that which has, in previous cases, been approved,” and “[t]hirty three percent appears to be in line with what attorneys are able to command on the open market in arm’s length negotiations with their clients.” *Goldsmith*, 1995 WL 17009594, at *8. Notably, in *In re Abbot Laboratories Sec. Litig.*, No. 92-C-3869 MEA, 1995 WL 792083, at *1, *11 (N.D. Ill. July 3, 1995), the Court recognized the appropriateness of a fee of nearly 1/3 of the common fund in complex litigation and the historic approval of such fees in the 7th Circuit. *See also In re Lithotripsy Antitrust Litig.*, No. 98 C 8394, 2000 WL 765086, at *2 (N.D. Ill. June 12, 2000) (“33.3% of the fund plus expenses is well within the generally accepted range of the attorneys’ fee awards in class-action anti-trust lawsuits.”); *Rehm v. Eagle Fin. Corp.*, No. 96-2455, 1998

U.S. Dist. LEXIS 20015 (N.D. Ill. Dec. 22, 1998) *approving* Dec. 8, 1998 Report and Recommendation (“the 7th Circuit Court of Appeals, as well as the majority of other circuit courts have approved the use of the percentage of the fund method to award attorneys’ fees in class action/common fund cases”); *see also Taubenfeld*, 415 F.3d at 598, 600 (affirming fee award of 33.3 %).

Further, as a means of “cross-checking” the attorneys’ fees and costs, the record reveals that, as of January 20, 2011, Plaintiffs’ counsel expended over \$953,000 in fees and costs. [D.I. 189 at ¶ 37]. This amount does not include subsequent work done in finalizing the settlement. Given the benefit to the class, the risk undertaken by class counsel in the contingent nature of their fee agreement [D.I. 189 at ¶ 35], as well as the quality of representation provided, this Court finds the requested amount of attorneys’ fees and costs to be reasonable and fair.

Last, the Court approves of the class representatives’ service awards of \$5,000 each, for a total of \$15,000. Given the class representatives’ assistance with the litigation in providing documentation, making themselves available to counsel, reviewing pleadings and stepping forward as representative litigants, the Court finds these awards to be fair and reasonable.

IV. CONCLUSION

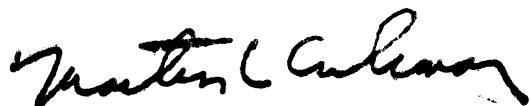
For the above reasons, this Court recommends that (1) the stipulation [D.I. 202] be endorsed and that the objection of Stephen J. West [D.I. 182] be thereby withdrawn; (2) the remaining objections be overruled; (3) the motion for Final Approval of Class Action Settlement and Approval of Payment of Attorneys’ Fees, Costs and Service Payments to Class Representatives [D.I. 185] be granted; (4) the late claims identified by Plaintiffs in Exhibit C attached hereto should be allowed; (5) the Final Approval Order in the form jointly proposed by the parties and attached hereto as Exhibit A be entered; and (6) this matter be dismissed in its

entirety with prejudice by entry of the Final Judgment and Order of Dismissal attached hereto as

Exhibit B.

DATED: MAY 17 2011

By:



Honorable Martin C. Ashman
United States Magistrate Judge

Exhibit A

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

HERBERT and DORIS STEELE, ERIC R. CHAVEZ, ALEXANDRA DIAZ, and SONIA TORRES, on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

GE MONEY BANK, a federal savings bank, WMC MORTGAGE CORPORATION and WMC MORTGAGE, LLC,

Defendants.

No. 1:08-civ-1880

JUDGE MANNING

MAGISTRATE JUDGE ASHMAN

[PROPOSED] FINAL APPROVAL ORDER

WHEREAS, Plaintiffs have made a motion (the “Motion”), pursuant to Federal Rule of Civil Procedure 23, for an order finally approving the settlement of the above-captioned action (the “Action”) in accordance with the Stipulation and Agreement of Settlement between WMC Mortgage, LLC (“WMC”), the successor in interest to WMC Mortgage Corp.; plaintiffs Herbert and Doris Steele, Eric R. Chavez, and Sonia Torres (“Class Representatives” or “Plaintiffs”), on behalf of themselves and as putative representatives of the Settlement Class; and, upon class certification for settlement purposes only, each Settlement Class Member (including its exhibits, the “Agreement”);

WHEREAS, the Agreement sets forth the terms and conditions for a proposed settlement of the Action and its dismissal with prejudice;

WHEREAS, as a condition of the Agreement, Plaintiffs, on behalf of themselves individually, and, (upon class certification for settlement purposes only) on behalf of each of the Settlement Class Members, have agreed to release all claims arising under federal, state, local or

other law, statute, regulation, or principle of common law or equity as specified in Section 5 of the Agreement;

WHEREAS, by Order dated September 7, 2010, (the “Preliminary Approval Order”) the District Court preliminarily approved the Agreement and preliminarily certified the Settlement Class for settlement purposes only; and

WHEREAS, this Court has read and considered Plaintiffs’ Motion, the Agreement, and all arguments and submissions related to the Motion;

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. This Final Approval Order incorporates by reference the definitions in the Agreement, and all defined terms used herein shall have the same meanings as set forth in the Agreement.

2. This Court has subject matter jurisdiction over this Action and, for purposes of this settlement only, has personal jurisdiction over all the Parties, including all members of the Settlement Class.

3. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, and consistent with Due Process, this Court hereby approves the Agreement and finds that the settlement consideration is fair and that said settlement is, in all respects, fair, reasonable and adequate to the Settlement Class Members, and the Parties are hereby directed to perform its terms.

4. This Court hereby certifies, solely for purposes of effectuating this settlement, the “Settlement Class” defined as follows:

All Black/African-American or Hispanic borrowers (including, without limitation, individual borrowers, joint-borrowers, and co-borrowers) who, between January 1, 2004 and December 31, 2007, obtained a mortgage loan that was made or purchased by WMC Mortgage, LLC or WMC Mortgage Corp.

The Court hereby finds and orders that, by not objecting to the certification of the Settlement Class for purposes of the settlement only, and by taking other steps to negotiate, execute and implement the Agreement, WMC is not in any way waiving any rights or defenses other than as expressly set forth in the Agreement.

5. The Settlement Class is certified pursuant to Federal Rules of Civil Procedure 23(a) and 23(b)(3). Settlement Class Members had the right to exclude themselves by way of the opt-out procedure set forth in the Preliminary Approval Order. Excluded from the Settlement Class are those persons who validly and timely requested exclusion from the Settlement Class by way of the opt-out procedures set forth in the Preliminary Approval Order (identified in Exhibit 1 hereto) (the “Opt-Outs”). The persons appearing on the list annexed hereto as Exhibit 1 are the Opt-Outs, and shall have no right to receive any payments or other benefits from the Settlement, including without limitation, the Settlement Fund. Any member of the Settlement Class whose name does not appear on the list annexed hereto as Exhibit 1 failed timely and properly to file a valid request for exclusion from the Settlement Class as permitted by the Court, and is hereby barred and permanently enjoined from asserting otherwise, and is subject to the terms and conditions of the Agreement, including, without limitation, the release.

6. This Court finds and concludes, solely for purposes of the settlement, that the Action may be maintained as a class action on behalf of the Settlement Class because: (a) the members of the Settlement Class are so numerous that joinder of all members of the Settlement Class is impracticable; (b) there are questions of law and fact common to the members of the Settlement Class which predominate over any individual questions; (c) Plaintiffs’ claims are typical of the claims of those members of the Settlement Class; (d) Plaintiffs and Settlement Class Counsel have fairly and adequately represented and protected the interests of all of the

members of the Settlement Class; and (e) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

7. This Court finds that any applicable requirements of the Class Action Fairness Act have been met.

8. This Court finds that the notice provided to members of the Settlement Class was the best notice that is practicable under the circumstances and fully satisfied the requirements of the Federal Rules of Civil Procedure, Due Process, and any other applicable laws or rules.

9. This Court has considered and hereby overrules all objections to the settlement on their merits.

10. As of the Effective Date, Plaintiffs and each Settlement Class Member, and each of their respective spouses, heirs, executors, administrators, representatives, agents, attorneys, partners, successors, bankruptcy trustees, guardians, wards, joint tenants, tenants in common, tenants by the entirety, co-borrowers, joint-borrowers, guarantors, predecessors-in-interest, successors, assigns and all persons acting or purportedly acting for or on their behalf (including, without limitation, any governmental entity acting as *parens patriae*), fully, finally and completely release and forever discharge, and shall be deemed to have fully, finally, and completely released and forever discharged, the Released Parties, and each of them, from any and all actual or potential claim, right, demand, charge, complaint, action, cause of action, suit, counterclaim, cross-claim, third-party claim, contention, allegation, obligation, and/or assertion of wrongdoing or liability of any and every kind whatsoever (including, without limitation, those based on contract, the Equal Credit Opportunity Act, 15 U.S.C. §1691 et seq. (“ECOA”), and/or the Fair Housing Act, 42 U.S.C. §3601 et seq. (“FHA”), or any other federal, state, local or other law, statute, regulation, or principle of common law or equity, and including, without limitation,

all requests or efforts by any means to seek: damages; punitive damages; disgorgement; restitution; rescission; unjust enrichment; recoupment; set-off; attorneys' fees; costs; expenses; loan and/or security interest modification, invalidity, or avoidance; monetary, equitable, declaratory, or injunctive relief; or any other form of relief or protection), whether known or unknown, suspected or unsuspected, under the law of any jurisdiction, which Class Representatives or any Settlement Class Member ever had, now has, or may have in the future, resulting from, arising out of, or in any way, directly or indirectly, connected with (a) any of the claims or allegations raised in the Action (including, without limitation, in the Third Amended Complaint), or (b) any claims which could have been raised in the Action based on the same transactional nucleus of facts (including, without limitation, in the Third Amended Complaint).

11. As of the Effective Date, Plaintiffs and each of the Settlement Class Members are deemed to have waived Section 1542 of the California Civil Code (and any similar or comparable provisions, rights and benefits conferred by the law of any state or territory of the United States or any other jurisdiction, and any principle of common law or equity), which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Plaintiffs and each Settlement Class Member understand and acknowledge the significance of these waivers of California Civil Code Section 1542 and/or of any other applicable law relating to limitations on releases. In connection with such waivers and relinquishment, Plaintiffs and each Settlement Class Member acknowledge that they are aware that they may hereafter discover facts other than, in addition to, or different from, those facts which they now know or believe to be

true with respect to the subject matter of the Action or the settlement, and that they fully, finally and forever release and discharge all Released Claims, and in furtherance of such intention, the release will remain in effect notwithstanding the discovery or existence of any such other, additional or different facts.

12. As of the Effective Date, each of the Settlement Class Members represents and warrants for himself or herself that he or she has not assigned, sold or otherwise transferred any claim that he or she previously has that otherwise would fall within the scope of the Released Claims.

13. Plaintiffs and each Settlement Class Member, are permanently barred and enjoined from prosecuting any legal proceeding against any Released Party with respect to the Released Claims or actions taken by a Released Party that are authorized or required by the Agreement, the Preliminary Approval Order, the Final Approval Order, or the Judgment. This injunction is necessary to protect and effectuate the settlement, this Final Approval Order, and this Court's flexibility and authority to effectuate this settlement and the Final Judgment and Order of Dismissal, and is ordered in aid of this Court's jurisdiction and to protect its judgments pursuant to 28 U.S.C. section 1651(a).

14. Nothing in the Agreement, the Preliminary Approval Order, the Final Approval Order or the Judgment, detracts from the validity or enforceability of any Settlement Class Member's obligations on any loan(s), nor does anything in the Agreement, the Preliminary Approval Order, the Final Approval Order or the Judgment detract from the validity or enforceability of any promissory note(s), deed(s) of trust, mortgage(s) and/or security interest(s). Each Settlement Class Member waives and is deemed to have waived any contention that any

claim(s) by any of the Released Parties against a Settlement Class Member should have been asserted as a compulsory counterclaim in this Action.

15. This Court approves an award to be paid from the Settlement Fund to Settlement Class Counsel of \$1,200,000 in attorneys' fees and costs (plus interest actually accrued on such amount from the date of the Settlement Fund's creation, less a proportionate share of any fees charged by the escrow holder for maintenance of the Settlement Fund), and service awards of \$5,000 for each of Class Representatives: (i) Herbert and Doris Steele (collectively); (ii) Eric R. Chavez; and (iii) Sonia Torres (plus interest actually accrued on such amount from the date of the Settlement Fund's creation, less a proportionate share of any fees charged by the escrow holder for maintenance of the Settlement Fund). The service awards shall be in addition to any claims Plaintiffs may have as Authorized Claimants. This Court, having presided over the above-captioned action and having considered the materials submitted by Settlement Class Counsel in support of final approval of the settlement as well as their request for attorneys' fees and costs, finds the award appropriate based on the following factors:

- (a) The settlement provides substantial benefits for the Settlement Class.
- (b) The award of attorneys' fees and expenses is within the range of reasonable fees for similar class action settlements.
- (c) The awarded fee is consistent with the total lodestar fees of Settlement Class Counsel, based on declarations submitted to the Court.
- (d) This litigation raised numerous questions of law and fact, Plaintiffs' Counsel was opposed by highly skilled defense counsel, the litigation was intensely contested through the completion of the Agreement, and there was substantial risk that Plaintiffs would not prevail on some or all of their claims, or obtain class certification.

(e) The Settlement was negotiated at arms' length and without collusion, with the assistance of a highly qualified mediator.

(f) By receiving payment from a common fund, Settlement Class Counsel's interests were fully aligned, during the settlement negotiation process, with those of members of the Settlement Class, such that Settlement Class Counsel had appropriate incentives to maximize the size of the common fund.

16. WMC and the other Released Parties shall have no liability or responsibility whatsoever with respect to the maintenance, administration, preservation, investment, use, allocation, adjustment, administration, distribution, and/or disbursement of any amount in the Settlement Fund or otherwise paid pursuant to the Agreement or with respect to any claim by any member of the Settlement Class concerning the handling or resolution of his, her or its claim(s) with respect to the Settlement Fund. In addition, WMC and the other Released Parties shall have no liability or responsibility whatsoever with respect to the Notice.

17. This Final Approval Order, the Judgment, the Preliminary Approval Order, the Agreement, and any act performed or document executed pursuant to, in furtherance thereof, or in seeking entry of this Final Approval Order, the Judgment or the Preliminary Approval Order:

(a) Will not be offered or received against any of the Released Parties as evidence of, or be construed as or deemed to be evidence of, any admission or concession by any of the Released Parties as to the truth or relevance of any fact alleged by Plaintiffs, the existence of any class alleged by Plaintiffs, the propriety of class certification had the Action been litigated rather than settled, or the validity of any claim that has been or could have been asserted in the Action or in any other litigation, or the validity of any defense that has been or could have been

asserted in the Action or in any other litigation, or of any liability, negligence, fault, or wrongdoing of any of the Released Parties;

(b) Will not be deemed or construed to be an admission or evidence of any violation of any statute, law, rule, regulation or principle of common law or equity, or of any liability or wrongdoing whatsoever, by WMC or any of the other Released Parties, or of the truth of any of the claims or allegations in this Action. Evidence relating to the Agreement shall not be discoverable or used, directly or indirectly, in any way, whether in the Action or in any other action or proceeding, except for purposes of demonstrating, describing, implementing or enforcing the terms and conditions of the Agreement, this Order, the Final Approval Order, and/or the Final Judgment and Order of Dismissal;

(c) Will not be construed against WMC as an admission or concession that the consideration to be given under the Agreement represents the amount which could be or would have been recovered after trial.

18. The Released Parties may file the Agreement, this Final Approval Order and/or the Final Judgment and Order of Dismissal in any action that may be brought against them in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar, reduction, set-off or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

19. The Court hereby finds and orders that, by not objecting to the certification of the Settlement Class for purposes of the settlement only, and by taking other steps to negotiate, execute and implement the Agreement, WMC is not in any way waiving any rights or defenses other than as expressly set forth in the Agreement. In addition, neither certification of the Settlement Class for settlement purposes only, nor any court order or other act relating to the

negotiation, execution, or implementation of the Agreement, shall be considered as a factor in connection with any class certification motion(s) if the Agreement terminates or Final Settlement Approval does not occur.

20. In the event that any of the provisions of this Final Approval Order is asserted by any Released Party as a defense in whole or in part to any Released Claim, or otherwise asserted (including, without limitation, as a basis for a stay), in any other suit, action, arbitration or other proceeding brought by a Settlement Class Member or any person actually or purportedly acting on behalf of any Settlement Class Member(s), that suit, action, arbitration or other proceeding shall be immediately stayed and enjoined until this Court has entered an order or judgment finally determining any issues relating to such defense or assertion and no further judicial review of such order or judgment is possible. Solely for purposes of such suit, action, arbitration, or other proceeding, to the fullest extent they may effectively do so under applicable law, the Parties irrevocably waive and agree not to assert, by way of motion, as a defense or otherwise, any claim or objection that they are not subject to the jurisdiction of this Court, or that this Court is, in any way, an improper venue or an inconvenient forum. This paragraph 20 is necessary to protect and effectuate the Agreement, this Order, and this Court's flexibility and authority to effectuate the Agreement, and is ordered in aid of this Court's jurisdiction and to protect its judgments.

21. The Court further finds that if Final Settlement Approval does not occur or if the Agreement terminates prior to Final Settlement Approval, the Parties shall return to the *status quo ante*, in the Action, without prejudice to the right of any Party to assert any right or position that it could have asserted if the Agreement had never been reached, proposed, preliminarily approved or finally approved by the Court. In such an event, nothing in (1) the Agreement (as

well as the negotiation, execution or implementation of the Agreement), (2) the Preliminary Approval Order, the Final Approval Order, or the Judgment, or (3) filed in connection with seeking entry of the Preliminary Approval Order, Final Approval Order, or the Judgment, shall be construed as an admission or concession by WMC of any of the allegations raised in the Action or any other action, of any fault, wrongdoing or liability of any kind, or of the propriety of certification of a litigation class, nor is WMC estopped from (i) challenging those allegations in further proceedings in the Action or in any other action, or (ii) opposing any subsequent class certification motion(s). Moreover, in such event, the Parties shall be deemed to have preserved all of their rights or defenses, and shall not be deemed to have waived any substantive or procedural rights of any kind that they may have as to each other or any member of the proposed Settlement Class, including, without limitation, the right to move to compel arbitration as to any claims that might be asserted by any of the Plaintiffs or by any member of the proposed Settlement Class and the right to oppose any class certification motion(s) on any ground. In addition, in such event, the filing of the Third Amended Complaint and the certification of the Settlement Class shall be vacated, and the operative complaint in the Action shall be the Second Amended Class Action Complaint filed on March 20, 2009, and the certification of the Settlement Class for settlement purposes shall not be considered as a factor in connection with any subsequent class certification motion(s).

22. Without affecting the finality of this Final Approval Order in any way, this Court retains continuing jurisdiction to implement the Final Approval Order and or the Final Judgment and Order of Dismissal. Settlement Class Counsel are to continue in their role to oversee all aspects of the Agreement and settlement. Upon notice to Settlement Class Counsel, WMC may seek from this Court, pursuant to 28 U.S.C. § 1651(a), such further orders or process as may be

necessary to prevent or forestall the assertion of any of the Released Claims in any other forum, or as may be necessary to protect and effectuate the this Final Approval Order or the Final Judgment and Order of Dismissal.

IT IS SO ORDERED.

DATED: _____

By: _____

Honorable Blanche M. Manning
United States District Judge

Exhibit 1

Steele et al. v. GE Money Bank et al. Exclusion Requests

Name

- 1.) Ruthell Dorham
- 2.) Kim Peacock
- 3.) Olayinka Akinmarin & Ben Adegbembo
- 4.) Marco Villalobos
- 5.) Angela Ybarra
- 6.) Elbert Hill Jr & Veronica Hill
- 7.) Rick & Christine Holguin
- 8.) Jose M. Galindo
- 9.) Nyrevere Williams *
- 10.) Tonisha Hampton *
- 11.) Edward Richardson
- 12.) Lem Burnham
- 13.) Deborah Theodule and Ralph Theodule
- 14.) Tina Brown *
- 15.) Norbert Mudaheranwa *
- 16.) Claudia Ratcliffe
- 17.) Mutombo Kankonde *
- 18.) Elaine Banks *
- 19.) Deborah Beale & Roosevelt Beale
- 20.) Karen Davis
- 21.) Victor Negrete & Ana Velasco de Negrete
- 22.) Vernice Aguilar
- 23.) Alex Salas & Pamela Jones
- 24.) Lillian Onasanya
- 25.) Maria Barrios
- 26.) Greg Gholston & Brenda Gholston
- 27.) Tracey Baker-Simmons & Karriem Simmons

* Exclusion requestors listed above with an asterisk (*) after their names failed to provide the associated loan number(s) in their requests; however, A.B. Data was able to match these requests to records within the Class List.

Exhibit B

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

HERBERT and DORIS STEELE, ERIC R.
CHAVEZ, ALEXANDRA DIAZ, and SONIA
TORRES, on behalf of themselves and all others
similarly situated,

Plaintiffs,

v.

GE MONEY BANK, a federal savings bank,
WMC MORTGAGE CORPORATION and
WMC MORTGAGE, LLC,

Defendants.

No. 1:08-civ-1880

JUDGE MANNING

MAGISTRATE JUDGE ASHMAN

[PROPOSED] FINAL JUDGMENT AND ORDER OF DISMISSAL

As set forth more fully in the Final Approval Order issued by the Court in the above-captioned case, the Court approves the Agreement and hereby dismisses the above-captioned action in its entirety with prejudice (subject to retention of jurisdiction to enforce this Final Judgment and Order of Dismissal and the Final Approval Order).

IT IS SO ORDERED.

DATED: _____

By:

Honorable Blanche M. Manning
United States District Judge

Exhibit C

Exhibit C to Report and Recommendation in Steele v GE Money Bank et al, No. 08-cv-1880 (N.D. Ill.)
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1	RONDA DAVIS	39	BRENDA KAYE CLARK
2	ROCID DARNELL JUAN ALARCON	40	CARLOS CORONADO
3	SAGNITH ALTAMIRANO	41	LUZ ELENA CORTEZ
4	ANA BYRD	42	MARGARET CRAWFORD WILLIAM LUMPKINS
5	CHRISTOPHER CARTIER CELESTE CARTIER	43	WILLIAM CROSS
6	MARIA DIAZ	44	BRYAN CRUZ AYMEE CRUZ
7	GABRIEL GASTELLUM	45	JOSE CUEVAS
8	AISHA HARRIS LEWIS ANDREA BROWNLEE	46	SUSAN DAVIS EARL DAVIS
9	RAFAEL HERNANDEZ MARIA. SERRANO	47	SHERRY DELABARCENA
10	YOLANDA SERRANO	48	SALVADOR DELGADO
11	DAVID ABALOS	49	JOSE MARIO DIAZ FLOR CASTRO DIAZ
12	CYNTHIA ALEXANDER RONALD ALEXANDER	50	PETRA T. ELIZALDE
13	LUIS ALFARO	51	DAVID ENRIQUEZ
14	ROCHELL ALLEN	52	JOSEPH FERNANDO
15	SYLVIA ALLIEU FRANK ALLIEU	53	DONALD FISHER
16	JOHN ARTERBERRY DORIS ARTERBERRY	54	MARIA FLORES RAMIRO FLORES
17	JESUS ARZAGA INGRID LARA	55	IMELDA GALLEGOS
18	ALONSO A. BAEZ FRANCES L. BAEZ	56	ALFONSO GARCIA
19	MCKINLEY BAGBY MALIKA BAGBY	57	ANGELITA GARCIA MARIA GARCIA
20	NAPOLEON BANKS GWENDOLYN BANKS	58	VICTOR GARCIA
21	MARIA ANGELICA BANUELOS	59	MARIA GARIBAY
22	ROBERT BEARD SHIRLEY BEARD	60	MARIA CONCEPCION GOMEZ
23	RUTHIE BENKS-BIBLE LESLIE BIBLE	61	JEREMY GONZALES
24	DARIO BERNAL	62	JOSE GONZALEZ
25	PETER BERROCAL	63	MEEGAN GOODE
26	ENRAL BETTIS	64	BARBARA LEA GOVAN LA VERNIS JAMES GOVAN
27	CURTES BOARD	65	LEWANA GUIDRY HENRY GUIDRY, JR.
28	DYLAN BROUSSARD KHRISANDRA BROUSSARD	66	KEILA GUIMARAES
29	GERMAN BUGARIN	67	LATHELL HANSBOROUGH
30	JOEL BYRD SR NORLON DAVIS	68	JOANNA HARO
31	DAVID CAMARENA ANA CAMARENA	69	ABDUL HASAN GRACIE HASAN
32	JOCELYN CARILLO	70	AUDREY HEADCOCK RENDELL HEADCOCK
33	MARIA E CARLOS SALVADOR CARLOS	71	KAREN DENISE HENDERSON
34	EDGAR CARRILLO	72	FELIX HERNANDEZ
35	ANGEL CASTILLO	73	JEFFREY HERNANDEZ
36	YOLANDA CASTILLO	74	JOSE MANUEL HERNANDEZ MARIA RUIZ
37	MARIO CEDANO	75	ROSEMARY HERNANDEZ
38	HENRY CHESTNUT	76	RAUL HERRERA JR.

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77	BETTY HODGE	115	ERIKA ORTIZ
78	YOULANDA JASMINE	116	TRINI ORTIZ
79	ARTIMEASE JENKINS	117	LIZETTE PADILLA JEREMY JUAREZ
80	ISAIAH JIMENEZ	118	ALEJANDRO PARADA
81	BETTY DAVIS JOHNSON	119	VERONICA PARRISH
82	WILLIE JOHNSON, SR.	120	RAMONA PAXTON JOHN PAXTON
83	MICHAEL JONES PRIOLEAU MCGRUDER-JONES	121	MANUEL DE JESUS PERDOMO
84	TONY RAY KELLEY JR SONYA RENEE HENDERSON	122	DANIEL C. PEREZ PASCUALA MENESSES PEREZ
85	VERONICA KING KRISTOPHER KING	123	BONNIE PURNELL
86	VONETTA LANE	124	CARLOS E. QUEVEDO FLORISEL GUTIERREZ
87	DENISE LATHON	125	FEDERICO N RAMIREZ
88	RENEE LAX	126	LUIS G. RAMIREZ
89	DONOVAN LEE VALERIE LYNN NELSON-LEE	127	OLGA RAMIREZ ROBERT RAMIREZ
90	JOHN LITTLER FRANCES LITTLER	128	ABIGAIL RAMOS
91	RIGOBERTO P LOZANO	129	JOHNATHAN ROBINSON DEBORAH TURNER ROBINSON
92	ROBERT MACIAS	130	ALEXIS RODRIGUEZ
93	JENNAYA MACKLIN	131	MARTA RODRIGUEZ LUIS RANGEL
94	RICHARD MADRID RENITA MADRID	132	JOANN ROGERS
95	ANTHONY R. MARTINEZ	133	ANAYA ROMUALDO
96	ARMANDO ANTONIO MARTINEZ	134	BETTY ROYAL
97	MARCOS MARTINEZ	135	ABDUL ALI SAAFIR
98	PERLA MARTINEZ	136	CYNTHIA SANCHEZ
99	SAMUEL MCCLURE SHIRLEY MCCLURE	137	JESUS SANCHEZ ESTELA CALDERON
100	JOSEPH MCCROSKEY VIRDIA MCCROSKEY	138	JUANA LETICIA SANCHEZ
101	SALLY MEDINA	139	MARIA DEL CARMAN SANCHEZ
102	ANTHONY RICHARD MEJIA	140	TERESA S. SANDOVAL
103	IVONNE MENDOZA RENE LEON FARFAN	141	ANTONIO SANTIAGO ROSE MARY SANTIAGO
104	SHAWNA MENDOZA JOSE MENDOZA, JR.	142	MARTIN SEGURA
105	FELIX MIGUEL	143	OLIE SIMS
106	GUSTAVO MIRANDA	144	BRENDA SMITH DON SMITH
107	VICTOR MONTALVO ARACELY SORIANO	145	MARIA SOUTO
108	GUSTAVO MONTES	146	CLAUDIA SPENCER
109	DULCE MORALES	147	ELLA STEWART
110	ELIZABETH C. MORALES	148	JAMES STRONG ELVA STRONG
111	SARA I MASTACERO	149	ANA TEJEDA
112	MARTIN NAVARRO NATIVIDAD NAVARRO	150	ANTONIO SOTO TORRES
113	RALPH NIXON	151	PEACE UDECHUKWU
114	CLAUDIO ORELLANA ESTHER GILES	152	JOSE VALADEZ

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153	VICTOR VALENCIA	191	ERNESTO DIAZ
154	ROBERTO VASQUEZ DIANA ALCANTAR	192	JOSUE EGALITE DOMINIQUE EGALITE
155	LETICIA VERDUGO	193	ERICK E. FELICIANO ENID D. FELICIANO
156	MARIBEL VILLAGRANA DIONISIO CORRAL	194	RAMONA GARCIA
157	JONI VILLANUEVA	195	LYNETTE HILL
158	LIGAYA VILLASENOR	196	NATASHA HOPE EDWIN HOPE
159	CHRISTOPHER WALKER	197	ALEXIS IZQUIERDO
160	PETER WENGEL	198	DAVID L. JACKSON
161	JIMMIE WHITE WHITE TADA	199	MICHAEL JIMENEZ
162	ZENOBIA WHITE	200	HENRY H. LAUREANO
163	PAMELA WILLETT	201	ROSARIO C. LEYVA FRANCISCO LEYVA
164	ANTHONY WILLIAMS LANAE WILLIAMS	202	JENNIFER D. LONG
165	KEISHA WILLIAMS	203	RICHARD MANNING
166	RENITA WOODS ELGINA WOODS	204	JOSE MUNIZ MARISEL MUNIZ
167	FELICIA YOUNGER KARRE-ANN WILKE	205	NELSON OBANDO
168	GABRIEL ZAMORA	206	SAMUEL ODOM DESIREE ODOM
169	ALEJANDRA ZELEDON	207	VIONETTE QUERO
170	JIM JESSE GALLEGOS MARY L. GALLEGOS	208	EDEL QUINTANA
171	ANNIECE R KRUSHALL	209	JORGE S. RAMIREZ
172	SHERREE THOMAS	210	ORMANI REINA
173	JUSTINA AMARO ROBLES	211	GLORIA ROBINSON
174	CORNELIUS HOWARD	212	AUBREY ROGERS
175	LEFRANC JEAN-CHARLES	213	MARCIA V SMYTHE
176	WILLIAM NIEVES	214	JOSE TORRES
177	ELVIS RIVERA NICOLE BROWN	215	CASONIA WILLIAMS
178	LINO HERIBERTO TENEMAZA	216	ERIC YANCY VICTORIA YANCY
179	ROBERT R. ROBINSON	217	SANDRA BUSSEY
180	ALPHONZO LEE SCOTT JUANITA SCOTT	218	SYLVIA CLARK
181	DOUGLAS BAYLOR	219	LAVERNE GREEN
182	MARY BENJAMIN	220	PHIONNE HOPKINS
183	DEVON MARTIN	221	TOMMY MANNING
184	LORENA ALVEZ	222	WILLIE MCGOWAN
185	ALBERTO ARCIA	223	JACQUELYN GARCIA J ANDY GARCIA
186	OLIN BAGLEY CHIQUITA BAGLEY	224	ISREAL PESINA ANDREA PESINA
187	CHRISTINA HUTCHINSON BROWN TERRELL BROWN	225	LORENZA BAHENA-FLORES
188	NORMA C CANTARELLO	226	CHARLES BROWN
189	URSULA CORBIN	227	LARRY BROWN BELINDA BROWN
190	JOSE CORDOBA CLAUDIA SANCHEZ	228	TEVESTER BROWN

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229	GILBERT EDOZIEN	267	DAWN COOPER
230	CECELIA GARCIA	268	GRACE P DIGGS
231	SHAUN L GAYLE	269	DELORES J DOUGHTY
232	SONYA HARPER	270	SHERRON A. FULTON
233	MARY HUDSON	271	DEBORAH L. GLASS
234	PRESS JACOBS	272	MICHAEL GRAY MARTHA GRAY
235	LORI JENKINS	273	PAMELA HILLARY CHARLES HILLARY
236	SCARLINE JEROME-KON	274	ISAIAH O IDOWU
237	TAMMERA JOHNSON	275	FRANK H JOHN JR. MARTHA ADINEW
238	MANUEL LUEVANO	276	BERNARD JONES
239	ROSEANNA J MCINTYRE	277	ELIZABETH KAMARA
240	KENNETH WASHINGTON	278	DAVID LEWIS
241	ARCHIE STUDSTILL JANET STUDSTILL	279	EDNA OGBONNA
242	REGINALD R BENSON ADELENE C BENSON	280	BEVERLY E. PROCTOR
243	SPENCER LAWRENCE	281	MARTIN TAMUKONG
244	ARNOLD BAKER	282	LISA TAYLOR
245	DERRICK DANIELS	283	HAREGEWOYN TEKESTE
246	RHONDA SHEREE DAVIS	284	JASON THOMPSON CHRISTOPHER THOMPSON
247	MICHELLA JOSLYN HARMON TYRONE JEFFREY HARMON	285	HAROLD W TUCKER III
248	ROBERT E. JOHNSON	286	CHUKWUEMEKA UCHENDU
249	SHIRLEY JOHNSON	287	CARLOS VALLEJO
250	DEDRICK LYNN MILBURN	288	PEGGY ANN WATKINS MICHAEL WATKINS, SR.
251	MARY VANESSA NUNNERY	289	CELESTE WENEGIEME
252	KATHY JANE RABY	290	JACQUELINE LONG
253	OLIZO RICHARD	291	KIM A BLALARK RONALD E BLALARK
254	ANGELITA SHAPIRO	292	RAINIER CONLEY SR
255	JOHNNY L. VIDRINE BARBARA JASON VIDRINE	293	ROBERT FRANKLIN
256	TONY WILLIAMS	294	ALESHIA ALEXANDER
257	MYRIAM FRANCOIS JOSLIN PHILEMOND	295	MARTHA CLAY
258	RAUL GARCIA	296	ROSE MARIE COLLINS
259	LOUISE JEANLOUISE	297	MARCUS DAVIS
260	MARY ROSCOE	298	KIMBERLY Y DAWSON
261	MARCEA TAYLOR NICHOLSON	299	THIRCHRISTA HALL
262	WILMA WILLIAMS CURTIS WILLIAMS	300	KEITH NELSON
263	ALFREDA MARIE ABUZAIID	301	ELIZABETH WILLIAMS
264	JUAN J. ALBERTO	302	SHELIA WINDOM
265	GLADSTONE BLAIR EUCLINE BLAIR	303	MARIA MOONEN
266	DAYMON V. BOWEN KENNEISHA L BOWEN	304	HAROLD MACKEY LISA G. MACKEY

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305	CLAUDIA BELLO	343	KAREN PERCACCIO
306	HASSAN ABDULLAH	344	RAMON RIVERA TARA LALETRAS
307	VIRGINA ANDERSON	345	SYLVIA RIVERA
308	WILLIE BAKER	346	ERIK SANTIAGO
309	SLEAH BRADLEY LATOYA BRADLEY	347	MAUREEN O.SHAND
310	LEE EVANS	348	NICOLE SWIENT LAMONT SWIENT
311	JENINA HARDISON	349	EBONIE ALLEN
312	BELINDA MITCHELL	350	AMBER COPPOCK
313	ESTHER NEEQUAYE	351	GLADYS M. JENKINS
314	SHIRLEY PAGE	352	DELIBRA LOVETT
315	LUIS PEREZ	353	RICARDO MARSHALL
316	LUISA PONCE	354	THOMAS GARCIA
317	REGINA POWELL	355	LADONNA JACKSON
318	ANGELINA SANTOS	356	PIER ROBINSON
319	ELISA SHERIDAN JAMES SHERIDAN	357	ZANDRA RAWLINS
320	LINA MARIA VALLEJO	358	EVELYN VIEIRA
321	LETHIA WALLACE	359	TERESA WASHINGTON
322	LINDA ROMERO TIM ROMERO	360	ROSA CABRERA
323	MIGUEL GARCIA	361	TERETHA BLACKBURN
324	FRANSISCO NARANJO-ZENDEJA	362	HAROLD BURTON
325	ALFREDO NEVAREZ	363	MICHAEL HARRIS SONJA HARRIS
326	TERESA ANTOINE	364	RICKY MORRIS
327	JELANI ARNOLD SONIA ARNOLD	365	LEORLA STONE
328	IMMACULA AUGUSTIN	366	GOLDIE TAYLOR CHARLES TAYLOR
329	JORDAN BELL	367	DEWAYNE WILSON
330	PAMELA BELLAMY	368	EARLEANE D. WOODS
331	JIMMY BRISTOW	369	VICTOR ZAMORA
332	MANUEL CAJAS	370	NELLIE ANDREWS
333	FANY CHACON ALFREDO CHACON	371	EDDIE BASSETT
334	NORMA DAVILMAR	372	RIGOBERTO CASTILLO
335	SHEILA J.HAYNES	373	ARMANDO AGUIRRE CERROS SILVIA URBINA
336	KATHY ANN JAMES-WILES	374	PAULETTE CLEMMONS
337	RODWEIL JONES	375	TRACY COGGINS
338	GLORIA MCPHERSON	376	LOUIS COLBERT SHARA COLBERT
339	WANDLAY MICHEL	377	JUAN E. COLORADO DAISY TOVAR
340	RICARDO MILLWOOD WINNIFRED MILLWOOD	378	HASSAN ETTU
341	ARLEYAH MORRS	379	CHAD EVERETTE FRANKS
342	SYTERIA NELSON	380	BEVERLY GAINES

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381	ROBERT GARCIA GUADALUPE GARCIA	419	ROBERT JONES JR
382	JOSEPH GARZA	420	LONNIE LECLARK
383	MAURICE GREEN	421	SYLVIA M. MCMILLAN
384	MARTHA HAMILTON	422	MEKURA MULUGETA NEGLIA
385	ANDRE P HESTER	423	MARY TAMENO
386	GWENDOLYN A JAMES GILBERT HAWTHORNE, III	424	ALLEN WILSON
387	ANNA JAVIER	425	CAROLYN KING
388	DENISE JOHNSON	426	SANDRA ROBINSON
389	ROGELIO LLANAS	427	JOSE C ALVAREZ
390	CARMEN MARTINEZ	428	JOSE L BARAJAS
391	CHRISTOPHER MCBRIDE	429	ANNE EARL WALLER
392	LARRY MCCULLY JAVANNAH MCCULLY	430	NINETH RECINOS
393	MARIA MELENDEZ	431	ERICKA BRUMFIELD
394	JEFFERY MITCHELL	432	MAXINE ALLAN KIMICHO ANDERSON
395	VERONICA MORENO	433	TERESA VILLA
396	LINDA MUÑOZ	434	THOMASA HENLEY
397	MICHAEL NELSON	435	DIONICIO RODRIGUEZ
398	KERRI L NETHERLY WILLIE NETHERLY, JR.	436	MICAH K HENDRIX
399	MANUELA NOBLE	437	MARY WADY
400	WANDA DENISA NUBINE	438	ELISEO MENDEZ NORMA MENDEZ
401	TONY NUNEZ MINNIE NUNEZ	439	VALENCEIA PRATHER
402	JUAN ORTIZ GRACIELA ORTIZ	440	SHIRLEEN CHAMPAGNE
403	RAUL ROMERO MAGDALENA ROMERO	441	JOHN LASSITER
404	DARRYL SCOTT CHEROLYNN SCOTT	442	ELENORE J LAUB MARGARET VASQUEZ
405	REGINA SMART	443	SONIA JIMENEZ
406	JOBENJY TAVERAS JOSEPHINE TAVERAS	444	DAGOBERTO LOPEZ ELISA LOPEZ
407	MARY TAYLOR ROSCO TAYLOR	445	GLORIA ROBLEDO
408	LYDIA TURRUBIATE RICARDO TURRUBIATE	446	DYNELLA HITE
409	DEKESHA L VAUGHN	447	FELIPE PECH SOCORRO PECH
410	LUIS VELAZQUEZ	448	BELINDA BUSH
411	ALANA WILLIAMS MALVIN WILLIAMS	449	LEILA JONES
412	PEGGY CHLOE	450	YOLANDA AGUIRRE
413	JESSE M. DESHAZO NATALIE D. SAUNDERS	451	NAJWA A. KAREEM
414	LESTER W. ELLIS FRANCES L. ELLIS	452	LOUIE BRACAMONTE LISA BRACAMONTE
415	LINWOOD FLETCHER BESSIE FLETCHER	453	STEPHANIE B. AVERY
416	MELISSA M. JACKSON	454	QUINCY DUNLAP
417	CURTIS JOACHIM	455	VANUZE LIMA
418	PATRICIA A JOHNSON	456	ISABELLE C. MCMILLIAN

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457	RUDOLPH ROSAS JUDITH ROSAS	495	JENNY BRITO EDWIN BRITO
458	RUBEN MEJIA IRMA MEJIA	496	SAL QUEZADA LIZ QUEZADA
459	CHANDRA N. TYNER	497	ESTER MAYS
460	JOLLY FREDERICK ANGELENE WHITE FREDERICK	498	GINA JACKSON
461	JOSEPH CALHOUN	499	VERONICA SALINAS
462	NICOLE RENEE SELF	500	MORAYMA GARCIA
463	STANLEY WILLIFORD	501	JOYCE ANN ROBINS
464	MICHAEL LINDSAY	502	JOE GARCIA
465	CARLOS LUA	503	IRMAETTE BROWN
466	ANGELA SERITA CHILES JAMES CHILES	504	ERIC ELLIS
467	JOSE SOTO ALICIA SOTO	505	ERIC T. VALDEZ SOMMER RIVERA
468	IRIS FARABEE	506	ALBERTO ALVAREZ
469	JUANITA MCKNIGHT	507	ERIC DEWAYNE RUSSELL DEBRA COLEMAN-RUSSELL
470	ANABEL HINOJOSA OSCAR HINOJOSA	508	KYLE KYLE
471	ROSALIA GARCIA	509	VALENCEIA PRATHER
472	FRANCISCO RODRIGUEZ MARIA VILCHEZ	510	LEILA JONES
473	JAIR SEBASTIAO MARCHET	511	CARLOS PERALTA
474	NATHAN LEE LESLIE LEE	512	RONALD C. BOWEN
475	DENISE POWELL	513	JEMARRA NILES
476	ELLEN MEANS	514	MONICA COBAS
477	DORIS HARRIS	515	LISA JACK
478	ESTHEDA DAVILLA	516	JOHN SMITH NICOLE SMITH
479	PATRICK PRINCIVIL	517	LA MEL YOUNG
480	ERNE QUINTERO GABRIELA QUINTERO	518	ROBIN CARSON
481	JOSEPH BOAKYE	519	DEBRA WHITE
482	VONTRANEECE HAYNES WENDELL HAYNES	520	DESIREE ECTER
483	MARIA GLORIA NAVAS DANILO JOSE NAVAS JR.	521	FERNANDO MALDONADO
484	NESTOR MENDOZA MARIA MENDOZA	522	SHERRY A. WOMACK
485	SANDRA WATSON	523	DAVID BALDERAS PRISCILLA BALDERAS
486	DOLORES SANTANA	524	ANDRE TAYLOR TRACI TAYLOR
487	LUIS HERNANDEZ VERONICA HERNANDEZ	525	JANE CELENA WATERS
488	LETICIA ACEJA MIGUEL CARDIEL	526	TYRONE CALICO
489	NAKEA TUCKER	527	TISA BROWN
490	MARCUS STARNES ALFREDIA STARNES	528	AARON LOPEZ
491	NORMA MUNIZ	529	KATTY RODRIGUEZ LUIS RODRIGUEZ
492	LATONYA BAUTISTA	530	DONNIE KNAULS
493	ERIC DENA LAUREN DENA	531	RICKY ROGERS DELORES BRODIE
494	VIRGINIA SIMMS DON HARDING	532	JESUS R. BRAVO NORMA P. BRAVO

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533	KEITH STEPHENS DEBRA STEPHENS	571	KATRINA BASS
534	JUAN MANUEL CARDENAS	572	JAIME VELASQUEZ
535	VALERIE DEESE ROBERT DEESE	573	OMAR CARDENAS
536	ANASTASIA A. AMUZU	574	JANICE MCCOY WILLIE WILLIAMS
537	MATTHEW CUNNINGHAM	575	MATTIE PERSON
538	HESTER JACKSON	576	MARY ELIZABETH COVINGTON
539	JOHNNY L. GONZALES LELIEN P. GONZALES	577	DOUGLAS ALVARADO
540	LAVELLE LEE PARKER	578	ROXANA MELARA
541	KARA GRADY	579	BLANCA R. MORAN
542	SCHWARTZ MORRISON CAROLINE MORRISON	580	HUNTER BRENDA
543	TIWONNA R. MOORE	581	ARMOND BYERS
544	KURT HINDS	582	JONATHAN VANDUNK
545	LEONCIO PEREZ GUADALUPE ORTIZ	583	SCHERRI CORPENING
546	TRANDY F. WILLIAMS ARMAREKA MAMALIKA WILLIAMS	584	TYRONE SMILEY
547	ANGEL HERNANDEZ OSORI	585	BOBBY LEE GRAVES GWENDOLYN FARMER
548	MARIA ROCIO FLORES	586	MARTHEA CALDWELL MICHAEL CALDWELL
549	MARIA V. SALMON	587	ANTHONY LITTLE PORTIA LITTLE
550	MARY ISAAC	588	DELLA MARIE ANDERSON
551	ANGEL LIRA TORRES ANGEL ROXANNE TORRES	589	THEODIS JONES
552	ERNEST CARMICHAEL EDNA CARMICHAEL	590	ANGELO CORONILLA
553	BARRY PRIMES	591	GAIL R. MCGEE
554	FREDDIE L. THOMPSON, SR. DEBORAH THOMPSON		
555	PATRICIA JEFFERSON SCOTT HENRY		
556	RONALD HALL		
557	ANTHONY FLETCHER RHONDA FLETCHER		
558	BERTHA WILSON		
559	MARLEN GALLARDO-ROMO BRYAN PADILLA		
560	CHAMIKA HARDNETT		
561	MARIO KELLY LISA KELLY		
562	MARIA RENTERIA		
563	PETER SAN MIGUEL		
564	GLORIA AREVALO JOSE AREVALO		
565	ALEXANDER VERDUZO		
566	KERETH CARROO		
567	NIGISTI GEBRE MICHAEL ZERAHAMANOT		
568	BEVERLY WILSON		
569	LORENZO ALBERTO BIDDY DASHAWN SHANISE BIDDY		
570	WALTER WILLIAMS		